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UNITED STATES DISTRICT COURT FOR THE  
EASTERN DISTRICT OF WASHINGTON

ROYAL MINT COMPANY, INC., a  
Washington corporation,

Plaintiff,

vs.

DOW AGROSCIENCES, LLC, a  
Delaware limited liability company,

Defendant.

Case No.:

COMPLAINT FOR DAMAGES

[DEMAND FOR JURY TRIAL]

COMES NOW, the plaintiff, by and through its attorneys, RETTIG,  
OSBORNE, FORGETTE, LLP, alleges and avers the following claims against  
the above-named defendants as follows:

**I. JURISDICTION**



1           1.1    The plaintiff Royal Mint Company, Inc. ("Royal Mint") is a  
2 Washington corporation in good standing with its principle place of business in  
3 Grant County, State of Washington.

4           1.2    The defendant Dow AgroSciences, LLC, based on information and  
5 belief, is a Delaware limited liability company with its principle place of business  
6 in Indianapolis, Indiana which is licensed to do business and is doing business in  
7 the State of Washington.

8  
9           1.3    The claims asserted herein arose from damages to crops that occurred  
10 in Grant County, State of Washington.

11  
12           1.4    Royal Mint has not completed calculating its damages, but expects  
13 that the final damages claimed in this case will be in excess of \$2,000,000.00  
14 (Two Million Dollars).

15  
16           1.5    This Court has jurisdiction over the Defendants, and jurisdiction or  
17 supplemental jurisdiction over the claims made herein, and is a proper venue for  
18 the claims made in this case pursuant to 28 U.S.C.A. § 1332(a)(1) and 28  
19 U.S.C.A. § 1367.  
20

21                           **II. UNDERLYING FACTS**  
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1           2.1    Defendant manufactures and sells a herbicide under the brand name  
2    “STINGER.”

3           2.2    The label for “STINGER” pesticide states, in relevant part:

4                           Discoloration or malformation of mint leaves may occur  
5                           following treatment. This effect is generally temporary  
6                           and does not reduce oil yields.

7           2.3    The label statement that the pesticide does not reduce oil yields is  
8    false.

9           2.4    Defendant engaged in an unfair and/or deceptive acts and/or practices  
10   in the conduct of defendant’s trade or commerce, including but not limited to the  
11   false statements in the STINGER label, which acts and/or practices affect the  
12   public interest and proximately caused injury to plaintiff’s business and property.  
13

14           2.5    Defendant was a manufacturer and supplied a product that was not  
15   reasonably safe because it did not conform to the manufacturer's express warranty,  
16   and the unsafe condition of the product was the proximate cause of damage to the  
17   plaintiff’s property.  
18

19           2.6    Defendant supplied information for the guidance of others in their  
20   business transactions that was false. Defendant knew or should have known that  
21   the information was supplied to guide plaintiff in business transactions was false.  
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23



1 Defendant was negligent in obtaining or communicating the false information.  
2 Plaintiff reasonably relied on the false information, and the false information  
3 proximately caused damages to plaintiff.

4         2.7 Defendant was informed that Plaintiff was considering use of  
5 STINGER on Plaintiffs' mint for the control of certain weeds, and knew that  
6 Plaintiff would rely on Defendant's skill and judgment to select or furnish and that  
7 the buyer is relying on the seller's skill and judgment to select or furnish goods  
8 suitable for that purpose.  
9

10         2.8 Plaintiff suffered damages caused by STINGER in the form of  
11 reduced oil yields estimated value to exceed \$ 2,000,000.00 (Two Million  
12 Dollars).  
13

### 14                                 **III. CLAIMS FOR RELIEF**

15         Defendant is liable to the plaintiff, for plaintiff's damages, by reason of the  
16 application of one or more of the following:  
17

- 18             1. Product Liability;
- 19             2. Breach of Express Warranty;
- 20             3. Negligence;
- 21             4. Negligent Misrepresentation;
- 22
- 23



1 5. Intentional Misrepresentation;

2 6. Warranty of fitness for a particular purpose;

3 7. Violation of the Washington Consumer Protection Act (CPA), RCW  
4 Ch. 19.86.

5  
6 **PRAYER FOR RELIEF**

7 WHEREFORE, Royal Mint prays for judgment against defendant as  
8 follows:

9 1. That Royal Mint be awarded judgment against defendant for money  
10 damages in an amount to be proven at trial;

11  
12 2. That Royal Mint be awarded for additional damages under the  
13 Consumer Protection Act, to-wit; treble damages up to the statutory limit of  
14 \$10,000 for each proven deceptive act and practice, as well as plaintiff's  
15 reasonable attorney fees and all costs of litigation and for plaintiff's costs  
16 and disbursements herein incurred, together with such further and  
17 additional relief as the Court deems just and equitable; and  
18

19 3. That the Court grant such other and further relief as it deems just and  
20 equitable.  
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1  
2 DATED THIS 17<sup>th</sup> day of July, 2014.  
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4 RETTIG OSBORNE FORGETTE, LLP

5 By: s/ Brian J. Iller  
6 BRIAN J. ILLER, WSBA #16150  
7 *Attorneys for Plaintiff*  
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